

**BID FORM****MISSOURI DEPARTMENT OF TRANSPORTATION****GENERAL SERVICES**

PO Box 490  
2675 N. Main, Bldg. B  
Sikeston, MO 63801

REQUEST NO.: **Q10-09177-RG**

DATE: August 13, 2008

SEALED BIDS, SUBJECT TO THE CONDITIONS INCLUDED HEREOF WILL BE RECEIVED AT THIS OFFICE UNTIL		<b>BID TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION</b>				
<b>1:00 P.M. Local Time, Thursday, August 21, 2008</b>		2675 N. Main, Bldg. B Sikeston, MO 63801				
AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.		<b>"AS NEEDED BASIS"</b>				
DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. <b>ALL BIDS MUST BE EXTENDED AND TOTALED.</b>						
<b>BUYER:</b> Ronnie Cluck		<b>BUYER TELEPHONE:</b>		573-472-5318		
<b>ITEM NO.</b>	<b>SUPPLIES OR SERVICES</b>	<b>MFG. NO. OR BRAND</b>	<b>QUANTITY</b>	<b>UNIT EACH</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
	<p>The intent of this quote is to provide pricing for Allison Transmission Filters for The Missouri Department of Transportation.</p> <p>The quoted price shall remain firm until December 31, 2008</p> <p><b>"AS NEEDED BASIS"</b></p> <p>Bid Specifications are attached.</p>					
	<p><b>2675 N. Main, Bldg. B Sikeston, MO 63801</b></p> <p>Bid shall include delivery to address listed above.</p>					
	Bidder shall return original copy by mail as verification of submittal.					
<b>Date:</b>		<b>Firm Name:</b>				
<b>Telephone No.:</b>		<b>Address:</b>				
<b>Fax No.:</b>						
		<b>By (Signature):</b>				
		<b>Type/Print Name</b>				
		<b>Title:</b>				

**SCOPE:**

The intent of this quote is to establish a ready source for the supply of vehicle and equipment filters at a firm price for the period of time as indicated on an "as needed, if needed basis, and to be delivered to the District 10 General Services Building on a weekly basis per orders placed.

The quantities listed are estimates based on an annual basis and are for bidding purposes only, and shall not be considered as being actual order quantities.

**ORDER AND DELIVERY:**

Orders for filters may be placed by phone or fax.

Filters shall be delivered within 7 workdays from the date of the order placement.

Upon receipt of the order, the vendor shall notify within 2 workdays the General Services designated representative if the order cannot be filled completely within the 7 workdays.

It shall be at the discretion of the General Services designated representative to cancel the order for the quantities not deliverable within 7 workdays, or to request a backorder to be filled within 14 workdays from the date of the order placement.

No quantities for filters shall remain on a backorder status longer than 14 work days from the original date of the order placement, unless the vendor is specifically requested to do so by the General Services designated representative.

Filter deliveries may be reviewed every 3 months from date of award, and should the quantity of filters not deliverable within 7 workdays from date of the order placement exceed 30 per cent of total number of filters ordered during that period, the contract may be canceled by MoDOT upon a thirty (30) day written notice being sent to vendor.

Delivery of filters must be accomplished during normal work hours 7:30 to 3:30 Monday through Friday excluding holidays. The location for the delivery will be at the District 10 General Services Building.

**SPECIFICATIONS:**

**Baldwin filter numbers are used as a reference on the bid sheet. Bids will be considered on the following brands: NAPA, Wix, Baldwin, Luberfiner, Donaldson, and Fleetguard. Any offered filter brand different from the brands listed above shall require the District 10 General Services Manager approval prior to being considered as acceptable. Contact Ronnie Cluck at (573)-472-5318 or Brett Nelson at (573) 472-5814 if requesting**

**approval for submission of filter bid on brands different from brands listed above prior to the bid opening date and time.**

**METHOD OF AWARD:**

**Award will be made according to the total bid price and availability. This is a blanket contract, Modot reserves the right to order filters from any vendor that submits a quote to this contract that is in good standing with Missouri Secretary of State. The bid form must be completed with price per filter, extended price, and total price. Name, address, telephone number and representative's name must be completed. Return bid form in the attached envelope clearly marked "FILTER BID" no later than 1:00 p.m., CST, August 21, 2008.**

**For a bid to be considered, a price must be included for each filter listed.**

**EXCEPTION TO CONTRACT PURCHASES:**

MoDOT reserves the right to purchase filters from other sources for the express purpose of testing to accumulate data for use in promulgating new specifications for future use. This bid is for the District 10 geographic and shall not be considered to replace any other existing, or forthcoming bids.

**CONTRACT PERIOD:**

It is the intention of the MoDOT to enter into a contract for a term of one (1) year, as indicated on the invitation for bids. Contract period will be from August 13, 2008 through December 31, 2008. Contract shall remain in effect for a minimum period of four (4) months. Following this four (4) month period, the contract may be canceled upon a thirty (30) day written notice by either party. Such cancellation will be without prejudice to either party.

**EXTENSION OF CONTRACT:**

There shall not be more than four (4) twelve month extensions granted from the expiration date of the original agreement provided both parties agree to the extensions. Economic adjustments may be considered on any extensions, providing the adjustment is acceptable and deemed necessary due to the current economic conditions by the District 10 General Services Manager.

**INVOICING:**

All discrepancies and invoicing will be corrected immediately by vendor.

**CROSS REFERENCING**

Upon request, the successful bidder shall provide within ninety (90) days from the date of request a method for cross-referencing the filters provided by the bidder and other brands of acceptable filters, if filter brand offered is other than the Baldwin used as reference. The method may consist of CD or book. If method is to be by CD or book, a minimum of twenty copies shall be provided as a condition of this bid at no additional expense to MoDOT.

Prices indicated below **shall include delivery** to MoDOT General Services Office, District Garage, 2675 N. Main, Bldg. B, Sikeston, MO 63801 for the following types and sizes of filters or equivalent. **All filters must meet vehicle manufacturer guidelines.**

Bidder must offer pricing for all sizes indicated. The award will be made on low Total Bid Price for all Groups.

**If offering filter brand other than BALDWIN, list below the brand of filter to be supplied:**

Filter Brand	
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**GROUP 10: Allison Transmission Filters**

BALDWIN	BID PRICE / EACH	Estimated Quantity	EXTENDED PRICE
PT8484 MPGKIT		1	
<b>TOTAL GROUP 10</b>	----- ---	----- ---	

**PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated: \_\_\_\_\_

**FOR OTHERS:**

State of domicile: \_\_\_\_\_

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.

- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

### GENERAL TERMS AND CONDITIONS

#### **General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

#### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

#### **Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

#### **Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request.

- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### HB600 Compliance

The bidder must be in compliance with the laws regarding conducting business with the State of Missouri. The bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6 If Necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this document will result in his/her bid being rejected.

#### Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

#### Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.